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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. December 28, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
 - Approve the minutes of the regular meeting on December 21, 2010
-

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA ITEMS 1 AND 2)

1. *VAC2010-00037 - Request to vacate a portion of a drainage and utility easement dedicated by separate instrument; generally located southeast of Rock Road and 21st Street North. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

2. *VAC2010-00038 - Request to vacate a portion of a platted easement; generally located on the northwest corner of 13th Street North and West Street. (District VI)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. *Federal Express Corporation - Drop Box - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

2. *Zoglman Farms Farming Permit - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Farming Permit and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)

1. Report of Board of Bids and Contracts

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
James W Peters	Schulte Country Store	12700 West MacArthur Road
<u>Renewal</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
J. Larry Fugate	Pizza Hut of Southeast Kansas, Inc.*	350 South Ridge Road^^

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: None

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:

- a. Supplemental Agreement No. 3 for an Air Space Utilization Study at the Brooks Landfill. (District VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

5. Property Acquisition:

- Acquisition of a Temporary Easement at 3234 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)
- Acquisition of a Temporary Easement at 3254 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)
- Acquisition of a Temporary Easement at 1010 West 31st Street South for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)
- Acquisition of 1903 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
- Partial Acquisition of 2201 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

6. Minutes of Advisory Boards/Commissions

Wichita Public Library, November 17, 2010
Design Council, November 15, 2010

RECOMMENDED ACTION: Receive and file.

7. Amendment of Contract for Labor Negotiation Consultant Legal Services.

RECOMMENDED ACTION: Approve the amendment to the contract and authorize the Mayor to sign.

8. Budget Adjustment - Street Lighting.

RECOMMENDED ACTION: Approve the budget adjustment into the 2010 Street Lighting contractual budget.

9. HOME Program Funding Agreement Amendment; Wichita Indochinese Center, Inc. (District I)

RECOMMENDED ACTION: Approve the amendment to the funding agreement extending the project completion period, and authorize the necessary signatures.

10. Maintenance and Repair of Aged Fire Stations.

RECOMMENDED ACTION: Approve the project, adopt the bonding resolution, and authorize the necessary signatures.

11. Payment for Settlement of Claim –Estate of Christopher Perkins.

RECOMMENDED ACTION: Approve settlement of the claim and approve necessary budget adjustments.

12. Transit Budget Adjustment.

RECOMMENDED ACTION: Approve the budget adjustment and increased budget authority for the Transit Fund.

13. Budget Adjustment-Economic Development Fund.

RECOMMENDED ACTION: Approve the increase of \$175,000 in expenditure authority for the Economic Development Fund and necessary budget adjustments.

14. Second Reading Ordinances: (First Read December 21, 2010)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Agenda Item No. V-1

**City of Wichita
City Council Meeting
December 28, 2010**

To: Mayor and City Council

Subject: VAC2010-00037 - Request to vacate a portion of a drainage and utility easement dedicated by separate instrument; generally located southeast of Rock Road and 21st Street North. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.

Background: As a result of a boundary shift involving Lots 19 and 15, all in Block 1, all in the Wilson Farms Addition, the applicants propose to vacate a portion of a drainage and utility easement dedicated by separate instrument; Film – Page 28966820. The described easement was the result of VAC2008-00014. There are no utilities within the described easement, with the exception of Storm Water, which has approved the vacation request. The Wilson Farms Addition was recorded with the Register of Deeds on July 15, 1997. A Lot Split, SUB2008-30, of Lot 19 was approved June 6, 2008.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

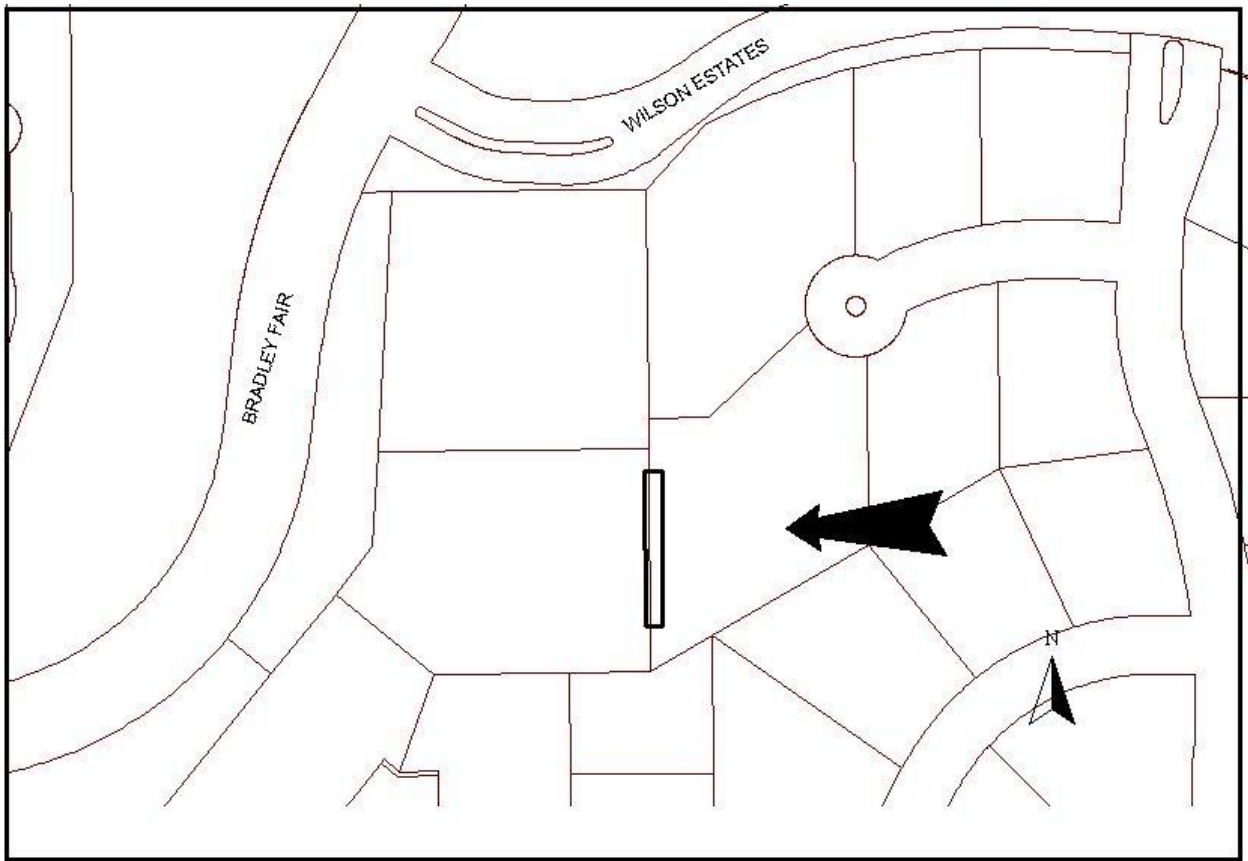
Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order and a dedication by separate instrument of the drainage and utility easement has been approved as to form by the Department of Law and will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the Wichita City Council follow the recommendation of the Metropolitan Area Planning Commission, approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.



City of Wichita
City Council Meeting
December 28, 2010

To: Mayor and City Council

Subject: VAC2010-00038 - Request to vacate a portion of a platted easement; generally located on the northwest corner of 13th Street North and West Street. (District VI)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.

Background: The applicant proposes to vacate a portion of the platted 20-foot wide easement originally located on and between Lots 1 and 4, all in the Agile Addition. The vacation will remove an existing building encroachment, the result of the recent construction of a MacDonald's restaurant on the subject site. There are no utilities in the subject platted easement. Public utilities were relocated during the construction of the restaurant and covered with a new 20-foot wide easement dedicated by separate instrument; Film/Page #28904963. The legal description of the subject site and the exhibit provided by the agent indicate several boundary shifts have reconfigured the platted lots. This has resulted in the location of the subject platted easement being located entirely in "Lot 4" as opposed to its original, above described location. The Agile Addition was recorded with the Sedgwick County Register of Deeds on May 3, 1970.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

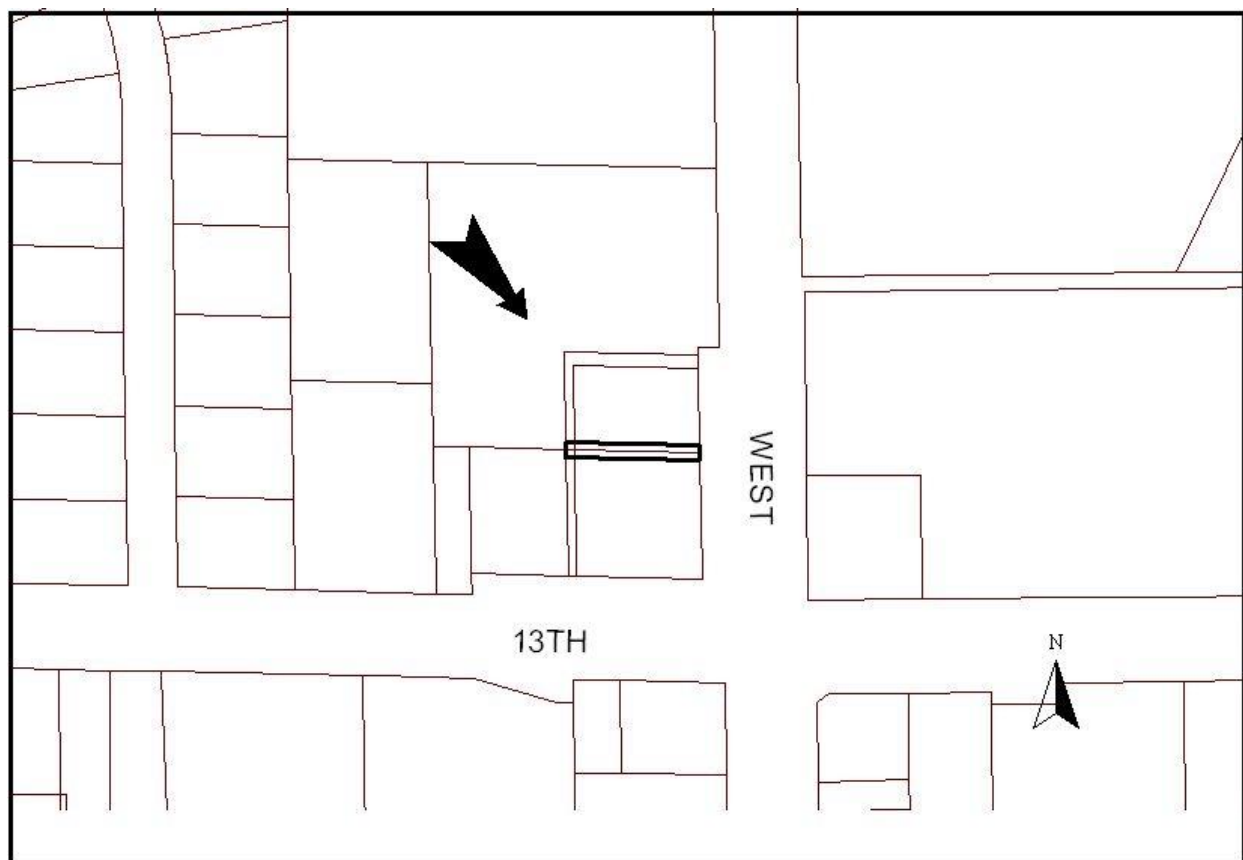
Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order has been approved as to form by the Department of Law and will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the Wichita City Council follow the recommendation of the Metropolitan Area Planning Commission, approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.



City of Wichita
City Council Meeting
December 28, 2010

TO: Wichita Airport Authority

SUBJECT: Federal Express Corporation – Drop Box
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: Travelers and businesses who use the terminal building at Mid-Continent Airport have expressed a need to have a Federal Express Corporation (FedEx) drop box in close proximity to the terminal. Thus, FedEx has requested that the Wichita Airport Authority allow a drop box at the same location as the U.S. Postal Service mailbox. This will provide a better service to the Airport's customers. Currently, the nearest FedEx drop box on the Airport campus is located at 2073 Air Cargo Road.

Analysis: The drop box will be located outside across from the main entrance of the terminal building next to the U.S. Postal Service mailbox near the commercial ground transportation loading zone. The term of the agreement may be cancelled at any time upon written notice.

Financial Considerations: The Agreement will have no financial impact to the Wichita Airport Authority.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through approval of agreements which allow Airport businesses to manage their operations, while simultaneously allowing them to maintain seamless services to the public.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.



FEDEX DROP BOX PLACEMENT AGREEMENT

This FedEx Drop Box Placement Agreement (the "Agreement") provides Federal Express Corporation ("FedEx") the right to place, maintain, and service a customer Drop Off Unit ("Drop Box") for the receipt of FedEx Express envelopes and packages at the following location:

BUILDING NAME Wichita Mid-Continent Airport		
STREET ADDRESS 2299 Airport Road		
CITY Wichita	STATE Kansas	ZIP 67209

Will the location for the box be inside our outside? ☒ Outside

If outside, what type of surface will the box be sitting on? (dirt/grass, concrete/asphalt) ☒ Concrete

What is the exact detailed location on property to place the drop box? (i.e. inside by elevator, outside by mailbox) ☒ The drop box will be located outside next to the mailbox, which is across the drive from the terminal building.

Does the delivery agent need to contact someone other than the Building Contact listed below? If so, please provide an alternate name and phone number. ☒ Please contact Ryan Miller, Building Maintenance Superintendent, (316) 946-4750 or (316) 946-4753.

This agreement may be terminated at any time without cause by FedEx or upon written notice by the undersigned ("Building Management"). Upon termination, FedEx will remove the Drop Box from the premises. FedEx reserves the right to remove the drop box from the premises at any point if it does not meet productivity requirements, as determined solely by FedEx.

FedEx agrees to hold the Building Owner/Management harmless against loss or damage to third persons or their property resulting directly from the installation, maintenance, and service of the drop box by FedEx employees or agents, but not resulting from the negligent or wrongful acts of customers, third parties, or Building Management, its agents, employees, or servants. FedEx shall provide evidence of insurance coverage on its web site at <http://insurance.fedex.com>.

Building Management agrees to notify FedEx within thirty days of any change in ownership of the above-referenced property.

The Drop Box shall at all times remain the property of FedEx.

BUILDING OWNER/MANAGEMENT/AUTHORIZED PARTY

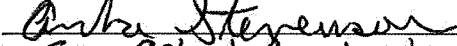
FEDERAL EXPRESS CORPORATION

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

By: 
Title: Mgr. Retail Date: 11/1/10

ATTEST:

ATTEST: 
Name/Title: Sr. Retail Analyst

By: _____
Karen Sublett, City Clerk

Please route all correspondence / Change of Ownership to:
Andre Stevenson, FedEx Retail
3690 Hacks Cross Road, Bldg I, 3rd Floor
Memphis, TN 38125
astevenson@fedex.com E-mail
901/434-3280 Fax

Company Name: ☒ Wichita Airport Authority

Signature: _____

Print Name: Victor. D. White
Title: Director of Airports
Mailing Address: 2173 Air Cargo Road
Mailing Address: ☒ Wichita, Kansas 67209
Email Address: ☒ tnichols@wichita.gov
Bldg. Contact Name: ☒ Traci Nichols
Phone No: ☒ (316) 946-4712
Fax No: ☒ (316) 946-4793

Approved as to Form: _____

Date: _____

FOR FEDEX USE ONLY:

COSMOS # 001mp Vendor #

**City of Wichita
City Council Meeting
December 28, 2010**

TO: Wichita Airport Authority

SUBJECT: Zoglman Farms Farming Permit
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Farming Permit.

Background: During the period of September 2002 through May 2010, the Wichita Airport Authority (WAA) had contracted with a company to mow 450 acres of fescue grass at Mid-Continent Airport. In 2010, airport staff had been given approval by Purchasing to do a short term farming permit at Mid-Continent Airport in order to provide services of cutting, baling and removing the fescue grass off of the Airport property. In order to continue the farming operations and to make improvements to the property, which will include the removal of trees, shrubs and noxious weeds, Requests for Proposals (RFPs) were solicited and accepted by the City of Wichita Purchasing Manager on Friday, November 12, 2010.

Analysis: Zoglman Farms was selected from the two proponents to farm 450 acres at Mid-Continent Airport. Zoglman's Management Plan provides a schedule within the term of the permit to remove all undesirable vegetation, spray and harvest the 450 acres. The term of the farming permit will be for five years commencing January 1, 2011 through December 31, 2015, and includes one, five-year renewal option subject to renegotiation.

Financial Considerations: The proposal submitted by Zoglman Farms will provide annual revenue to the Airport in the amount of \$5,400. There will be no expense to the WAA. In addition, this will save the WAA approximately \$17,500 annually of mowing expenses.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements and permits which allow Mid-Continent's business partners to continue their operations, which in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Farming Permit has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Farming Permit and authorize the necessary signatures.

Attachments: Farming Permit.

AGRICULTURAL OPERATING PERMIT
Mid-Continent Airport

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

Zoglman Farms

THIS AGRICULTURAL OPERATING PERMIT made and entered into this December 28, 2010 by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as "OWNER", and Zoglman Farms, hereinafter referred to as "PERMITEE".

WITNESSETH:

1. Premises

The Owner, does hereby agree to permit certain agricultural operations in accordance with the terms and condition hereinafter set out, on various tracts of land located on Mid-Continent Airport ("Airport"), comprising 450 acres to be harvested in fescue grass, as outlined on the plat identified as Exhibit "A", attached hereto and made a part hereof.

2. Term

The term of this License shall be for a period of five (5) years, beginning January 1, 2011 and ending December 31, 2015, with one, consecutive five (5) year renewal option subject to renegotiation; and subject to cancellation provisions contained in Sections 20, 21 and 22 hereof.

3. Use/Permit

Both parties understand and agree that this Permit shall not constitute a lease of the premises, but shall constitute only a right to conduct certain agricultural operations as herein specified, and that possession of the premises at all times during the term of this Permit shall be and remain in the Owner and not in the Permittee.

4. Representation

It is understood and agreed that Permittee shall at all times be deemed to be an independent contractor to the Authority. Nothing in this Permit shall be construed or considered to create the relationship of employer and employee between the parties. Permittee is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

All persons conducting agricultural operations pursuant to this Permit shall represent themselves as representatives of an independent contractor. Under no circumstances shall any personnel represent themselves as employees or agents of the Authority.

5. Ingress/Egress

Owner, its agents or employees shall designate ingress and egress to Airport property. Fence line gates which give access to agricultural permitted areas, having unobstructed access to air operation areas, including runways, taxiways, and ramps, must be closed and locked at all times. Such gates, as may be designated by Owner, shall be secured using an Airport lock, the keys to which shall be issued and controlled by the Owner, in accordance with Owner's security requirements. Permittee is strictly prohibited from entering inside any of the crop restriction lines. Permittee is prohibited from entering or conducting any activities which affect the air operations area, including runways, taxiways, aircraft parking areas, and their associated primary ground and imaginary above-ground surfaces.

Permittee is responsible for assuring that only authorized persons enter such gates while said gates are in use by Permittee, and that said gates are secured and locked at all times when not in use by Permittee.

6. Access to Premises

The Owner, its agents or employees shall have the right to enter upon the premises at any and all times, including but not limited to, to inspect, make surveys, make test borings and to do other work in connection with the maintenance and operation of the Airport. It is understood and agreed that the rights granted to the Permittee shall not be exercised in any way, which may interfere with the use, operation or development of the Airport.

7. Injuries or Damage

The Owner and the City of Wichita shall not be liable for injuries or damages to the Permittee, its agents, employees, invitees, or family members upon the premises covered by this Permit, except to the extent such injuries or damage is caused by the acts or negligence of the Owner or City of Wichita.

8. Agricultural Operation

The Owner reserves the right to determine what crops may be planted to minimize the hazards of wild life incursions over or upon aircraft operations areas. Permitted crop is fescue grass, or other varieties as may be approved at the sole discretion of the Owner, and authorized in advance in writing.

Under no circumstances will the Owner permit the planting and harvesting of berry or grain-bearing crops on Airport property, including but not limited to wheat, milo, soybean, corn, or sorghum.

Permittee agrees to comply with the Mid-Continent Farming Management Plan ("Management Plan"), attached hereto and made a part hereof. No-till operations will be acceptable.

Permitee shall harvest approximately 450 acres of fescue grass on Mid-Continent Airport prior to June 30, 2011 and each subsequent June 30 throughout the term of this Permit and any renewal options. Upon mutual agreement of the Owner and Permitee, one (1) additional harvest may be undertaken after June 30 but prior to September 30.

Permitee accepts the variety and condition of the fescue "as is" and recognizes certain potential risks to livestock of this variety. The Owner shall not be held responsible or liable for the quality or risks of the harvested crop.

Upon harvest, one-hundred percent (100%) of the harvested crop shall become property of the Permitee. Unless otherwise approved by the Owner, all machinery and hay bales shall be removed from the Runway Protection Zones (see Exhibit "A") within 14 days after harvest.

9. Grain Program

Certification and maintenance of said property in any government-sponsored agricultural subsidization program is at the option of the Permitee. The Permitee shall be responsible for acting in accordance with all of the Farm Service Agency directives, if the option to participate is exercised.

10. Payment to Owner

Permitee agrees to engage in agricultural operations as specified herein, and in the area identified on Exhibit "A", and shall pay all of the expenses associated with this Agricultural Operating Permit, including but not limited to, harvesting and hauling. Payment to the Owner shall be \$12.00 per acre, for 450 acres payable on an annual basis in the amount of \$5,400 with the first payment being due June 1, 2011, and each subsequent June 1 throughout the term of this Permit and any renewal options. All payments shall be made to the Wichita Airport Authority, 2173 Air Cargo Road, Wichita, KS 67209, or such other address as designed in writing from time to time. If payment is not paid to the Owner by the due date, Owner will have the right to terminate this Permit. In addition, Owner may charge Permitee a service charge equal to the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Owner in attempting to obtain payment.

11. Maintenance, Improvement and Modification

No soil shall be removed from the premises, and no excavation shall be performed. Permitee shall take no action upon the premises without the prior permission of the Owner to alter, dredge, drain, dam, or otherwise change the course, flow, direction, velocity, capacity, or any other naturally occurring characteristics of any ponds, springs, streams, creeks, or other existing waterways upon the permitted premises. Unless approved by the Owner, the Permitee shall not plant crops, make improvements, erect structures or facilities or otherwise perform improvement or modification on the premises.

All trees measuring up to three inches in diameter, shrubs, undesirable grasses and weeds shall be removed and kept clear from the entire licensed area throughout the length of the Permit. Permitee has the option of replacing and/or over seeding the acres of standing fescue. If the Permitee causes harm to the fescue through poor farming practices, Permitee

shall be required to re-establish damaged areas. The Permittee shall be responsible to mow and maintain in good and slightly condition grass, weeds, and other undesirable vegetation around the outside edges agricultural tracts, and other areas not harvested.

12. Failure to Perform

Should the Licensee fail to perform the necessary work as described in this farming Permit, Owner shall provide Permittee with a ten-day written notice to correct the deficiencies. If the situation is not remedied by Permittee, Permittee understands Owner may enter upon the premises and perform the necessary tasks at the expense of Permittee and the Owner shall have the right to cancel this Permit. It is further understood and agreed that any unpaid monies due to the Owner shall be paid immediately.

13. Grazing

It is understood and agreed that Permittee may not use any of the premises specified in Exhibit "A" for grazing purposes, or otherwise use premises to maintain livestock.

14. Other Restrictions

Permittee shall not erect or cause to be erected signs, billboards, or advertising upon the licensed area. No hunting or fishing shall be allowed upon the premises.

15. Termination of Permit

Permittee shall yield and deliver to Owner possession of the premises at the expiration of this Permit in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Permittee shall remove during the term hereof or at the expiration of such term all machinery or other personal property installed or placed by it at its expense on or about the premises, subject to Permittee repairing any damage thereto caused by such removal and subject to any valid lien which Owner may have thereon for unpaid rents or fees.

In the event Permittee does not remove said property within thirty (30) days after the termination of this Permit, the same shall be considered abandoned and Owner may dispose of said property without any further responsibility or liability to Permittee.

16. Rules and Regulations

Permittee, its agents and employees, shall be subject to any and all applicable rules, regulations, standard operating procedures, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority (including environmental regulations), federal or state, lawfully exercising authority over the Mid-Continent Airport or Permittee's operations conducted hereunder.

Owner shall not be liable to Permittee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Permittee be entitled to terminate this Permit by reason thereof unless the exercise of such authority shall so interfere with Permittee's exercise of the rights hereunder as to

constitute a termination of this Permit by operation of law in accordance with the laws of the State of Kansas.

Owner and the City of Wichita shall be held harmless for any and all breaches in security rules and regulations including those of the Federal Aviation Administration, Transportation Security Administration, or Owner caused by the Permittee, its agents or employees, or that occur on the area farmed by Permittee, except to the extent caused by Owner. In the event the Federal Aviation Administration or the Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to Owner or Permittee or their agents or employees, the penalty shall be paid by the Permittee, provided, however, that nothing herein shall prevent Permittee from contesting the legality, validity or application of such fine or penalty to the full extent Permittee may be lawfully entitled so to do.

17. Indemnity/Insurance

Permittee shall protect, defend and hold Owner and the City of Wichita and their officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the premises or the acts or omissions of Permittee's officers, agents, employees, contractors, subcontractors, or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Owner. The Owner shall give to Permittee reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Permit.

Owner shall protect, defend and hold Permittee and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Permit and/or the Owner's operation of the Airport or the acts or omissions of Owner's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Permittee. The Permittee shall give to Owner reasonable notice of any such claim or actions. The provisions of this section shall survive the expiration or early termination of this Permit.

Permittee and agents of the Permittee agree to furnish Owner with a Certificate of Insurance showing that Permittee has two million dollars (\$2,000,000) of General Liability Insurance, which names Owner and the City of Wichita, their agents and employees as additional insureds. Such insurance shall not be cancelable without 30 days prior written notice to Owner.

18. Assignment

Permitee shall not assign this Permit or any of the rights herein, or any of Permitee's rights to the growing crop or crops, without first having obtained the written consent of Owner, and any such transfer of Permit and rights in the absence of said written consent shall be void.

Custom cutting is permitted provided Permitee is on the premises at all times. The Permitee shall remain responsible for all permit obligations.

19. No Exclusive Right

It is understood and agreed that nothing herein contained shall be construed to grant or shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

20. Cancellation by Permitee

This Permit may be cancelled by the Permitee upon 30 days written notice to the Owner, sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

The Permitee shall be permitted to harvest any growing crop maturing within the 30-day period.

21. Cancellation by Owner

This Permit may be cancelled by Owner immediately with cause, and upon 30-day's written notice to the Permitee without cause, sent by registered or certified mail, postage prepaid, addressed to:

Zoglman Farms
4501 South 295th St. West
Cheney, Kansas 67025

If Permit is cancelled with cause, Permitee shall be subject to Section 12 of this Permit. If Permit is cancelled without cause, Owner and Permitee shall identify what work needs to be performed prior to cancellation, and the compensation to Permitee, if any, depending upon when the cancellation takes place.

22. Land Reclaimed for Airport Development

It is understood and agreed between the parties hereto that if at any time the premises described herein are needed for Airport development purposes, then Owner may reduce the amount of acreage hereinbefore set out by giving 30 days' written notice to Permitee, as set out in Section 21 of this Permit. In the event the acreage has been reduced, the amount of financial reimbursement to the Permitee shall be contingent upon the acres reclaimed and the

documented expenses incurred prior to the date of the reclamation. No consideration shall be given to the possible yield or market value of the crop when harvested.

23. Modifications for Granting FAA Funds

In the event that the Federal Aviation Administration requires modifications or changes to this Permit as a condition precedent to granting of funds for the improvement of the Airport, Permittee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Permit as may be reasonably required to enable the Owner to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Permittee hereunder or materially increase its obligations.

24. Non-Discrimination EEO/AAP

The Permittee agrees that it shall not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin, ancestry, handicap, marital status, Vietnam Era Veteran or Special Disabled Veteran, and age except where age is a bona fide occupational qualification, in its operations or services, and its use or occupancy of property under this Permit. Permittee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900, et seq.; and laws, regulations or amendments as may be promulgated there under.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"OWNER"

By _____
Victor D. White, Director of Airports

ATTEST:

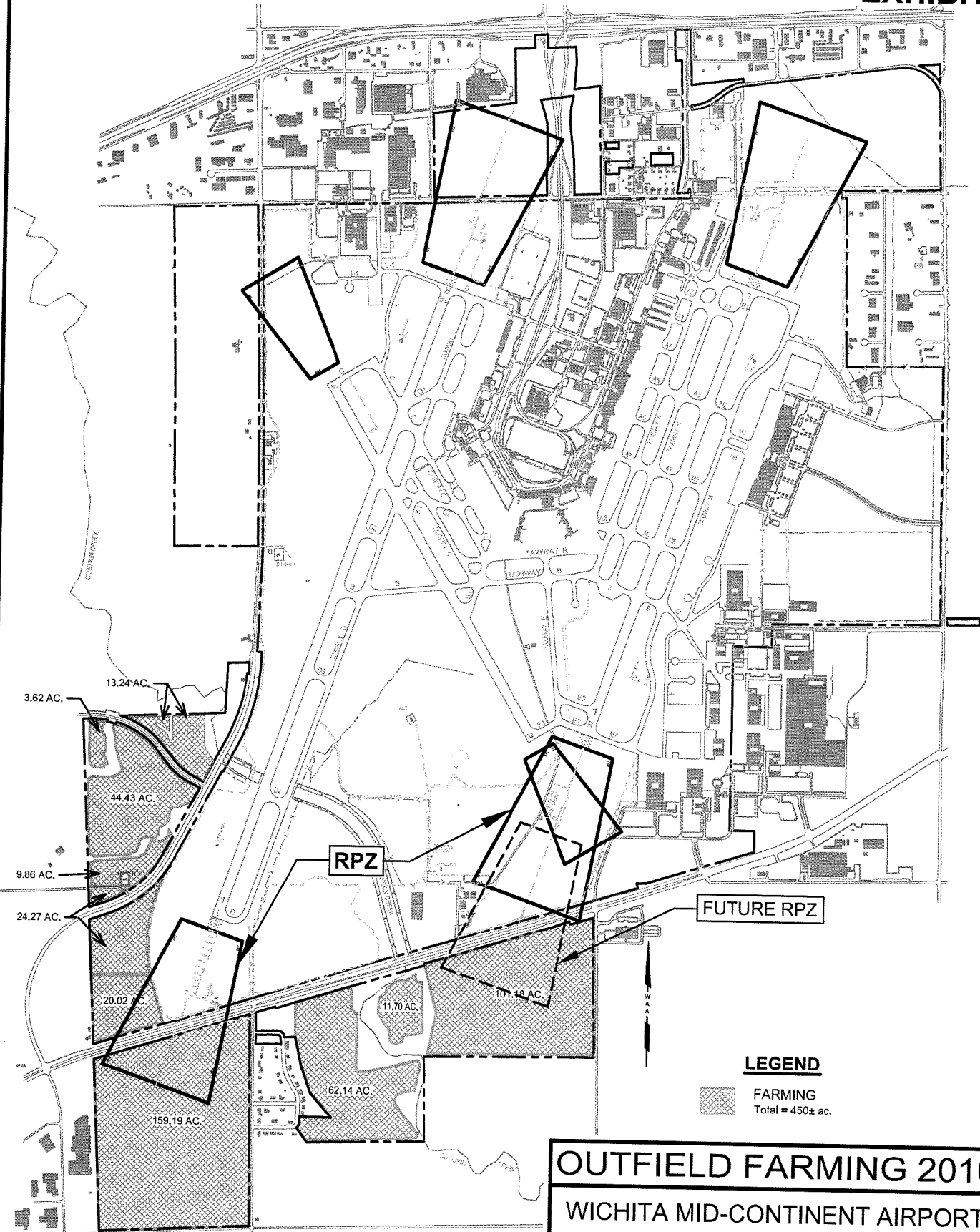
Zoglman Farms
4501 South 295th St. West
Cheney, Kansas 67025
"PERMITEE"

By *Leon Zoglman*
Title OWNER

By _____
Title _____

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT A



LEGEND

FARMING
Total = 450± ac.

OUTFIELD FARMING 2010

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
10/7/10	H.G.O.	1" = 2000'	1 of 1

Zoglman Farms

4501 South 295th Street West
Cheney, Kansas 67025
316-531-2542

Management Plan Regarding Farming Permit for Wichita Mid-Continent Airport

Crop Removal

- Harvesting of grass will be scheduled for the first and second week of July, pending weather and stage of crop.
- Grass will be cut, baled and removed from the field in a prompt manner.
 - o Immediate bale removal eliminates possibility of grass kill due to bales sitting for extended periods of time.
 - o The absence of bales reduces risks related to fire, vandalism or other potential liabilities.
 - o The airport property will be maintained with a clean, organized appearance with an absence of free standing grass, or discarded bale remains.
- If necessary a second cutting will be completed pending growth conditions and wishes of Mid-Continent Airport.

Preservation

- Noxious Weed Control
 - o Sericia Lependenzia
 - Fall application of *Escort* herbicide to outside edges of field tree lines, and field spot spraying where needed.
 - If additional applications for other invasive species are required, they will be applied on an as-needed basis.
 - All weed control and herbicide applications will be done with approval from the Kansas Noxious Weed Control.
- Tree Maintenance
 - o Any trees, brush, or related varieties will be removed and maintained within the defined field boundaries.
- Overseeding
 - o Completed as needed to maintain a full stand of grass. If necessary, this will be completed using no-till planting methods.

**City of Wichita
City Council Meeting
December 28, 2010**

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 3 for an Air Space Utilization Study at the Brooks Landfill (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 3.

Background: On September 11, 2007, the City entered into an agreement with SCS Engineers to design drainage improvements required by the Kansas Department of Health and Environment (KDHE) at the Brooks Landfill. The fee for this work was \$94,240. On April 1, 2008, the City Council approved Supplemental Agreement No. 1 to provide surveying work required by KDHE as part of the permit process. The fee for this work was \$17,500. On March 3, 2009, the City Council approved Supplemental Agreement No. 2 for landfill gas collection system modifications and supplemental storm water management system improvements. The fee for this work was \$17,590. Operation of the Brooks Construction and Demolition (C&D) Landfill is authorized by KDHE Solid Waste Permit No. 213. Among other operational requirements, the permit limits the total available air space for construction and demolition debris to 2.23 million cubic yards. Supplemental Agreement No. 3 has been prepared for an air space utilization study.

Analysis: Execution of the proposed air space utilization study will allow the City to more accurately determine the remaining capacity of the Brooks C&D Landfill, and better evaluate options for maximizing its useful life. The study will compare the permitted base and final grade contours to the existing topography as surveyed in June 2008, allowing extrapolation of a site-specific, weight-to-volume conversion factor. Supplementing the existing agreement will take advantage, and ensure the incorporation of significant topographic survey work already undertaken by SCS Engineers.

Financial Considerations: Payment to SCS Engineers will be on the basis of actual accrued costs and fees, not to exceed \$2,800. The SCS Engineers total fee including Supplemental No. 3 is \$132,130. Sufficient funding is available in the Landfill Post-Closure Fund.

Goal Impact: This project addresses the Core Area and Neighborhood goal by extending the provision of affordable C&D waste disposal.

Legal Considerations: Supplemental Agreement No. 3 has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 3 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3
to the
AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 11, 2007
between
THE CITY OF WICHITA, KANSAS
Party of the First Part, hereinafter called the
"CITY"
and
SCS ENGINEERS
Party of the Second Part, hereinafter called the
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a contract between the two parties covering Professional Services to be provided by the ENGINEER to restore proper drainage on closed MSW cells C and D, close the Phase I C&D cell area, and prepare a Plot Plan, and

WHEREAS, the CITY desires to accurately estimate the remaining capacity of the Brooks Landfill, in order to better evaluate options for maximizing its useful life, and

WHEREAS, paragraph I.C of the AGREEMENT provides that the CITY may contract for additional work on the basis of a duly entered into Supplemental Agreement,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. ARTICLE I of AGREEMENT, SCOPE OF SERVICES - revise to read:
"....., and to conduct a Air Space Utilization Study as outlined in Exhibit A3, Scope of Services Statement."
2. ARTICLE IV of AGREEMENT, Payment Provisions - add to paragraph A:
Payment to the ENGINEER for the performance of the professional services required by this Supplemental Agreement No. 3 shall be on the basis of separate, not-to-exceed fees, based on the ENGINEER'S actual costs and may be less than the estimated amount.

Total payments to the ENGINEER for the preparation of the work associated with Supplemental Agreement No. 3 shall include the actual costs accruing in the performance of the professional services as outlined in this Supplemental Agreement and will not exceed Two Thousand, Eight Hundred Dollars (\$2,800.00) without written approval of the CITY.

3. Except as otherwise noted herein, all terms and conditions set forth in the original AGREEMENT shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

SCS ENGINEERS

(Name and Title)
Deborah A. English
Vice President

ATTEST:

JONES. C. HUKA
PROJECT MANAGER

SCOPE OF SERVICES STATEMENT

SUPPLEMENTAL AGREEMENT NO. 3

I. GENERAL. The objective of this Supplemental Agreement shall be to conduct volume calculations for an Air Space Utilization Study of the active Phase II Construction and Demolition (C&D) disposal area located at the Brooks Landfill, Wichita, Kansas.

SCS Engineers (ENGINEER) will function as the prime consultant for the development of the Air Space Utilization Study.

The work outlined herein shall hereinafter be referred to as the "AIR SPACE UTILIZATION STUDY" to differentiate it from the PROJECT as defined in the original AGREEMENT. All of the work set forth under the following paragraph II. shall be understood to be a part of the AIR SPACE UTILIZATION STUDY.

ENGINEER will use electronic documents (drawings) previously prepared as part of the PROJECT and the Phase II C&D Disposal Area drawings provided by the CITY, which initially appear to be compatible and acceptable. However, if problems arise from the CITY provided drawings, ENGINEER will notify the CITY to discuss.

II. SCOPE OF SERVICES. The scope of services included in this Supplemental Agreement is as follows:

A. Volume Calculations

ENGINEER shall conduct volume calculations using electronic graphic software as related to permitted air space for the Phase II C&D disposal area. Volumes calculations will be interpolated between the following electronically generated surfaces.

- The permitted base liner contours and the 2008 topographic contour map (prepared for the PROJECT) to determine the total air space already used.
- The 2008 topographic contour map and the permitted final grades contours (adjusted for permitted final cover thickness) to determine the remaining air space available for C&D disposal.

ENGINEER shall submit to the CITY the following deliverables.

- A memorandum summarizing the volume calculations described above.
- A CAD drawing of the 2008 Plot Plan that will include the following graphic layers related to the Phase II C&D disposal area;

- Limits of waste boundary

EXHIBIT A3

Page 2 of 3

- Original permitted base grade contours
- Permitted final grades contours

Final deliverables shall include printed and electronic versions of the Plot Plan described above. Electronic versions shall be submitted in both AutoCAD and .pdf format. Text fonts other than standard AutoCAD fonts shall be included with the drawing file.

B. Schedule.

The ENGINEER proposes to conduct the Air Space Utilization Study as defined in paragraph II.A. to the CITY within 30 days of receipt of an executed supplemental agreement or notice to proceed, except that the ENGINEER shall not be responsible for delays beyond the control of the ENGINEER.

III. COMPENSATION. Work completed shall be invoiced based on the fees defined in the following STANDARD FEE SCHEDULE dated July 1, 2010.

Environmental Consultants
and Contractors

10975 El Monte
Suite 100
Overland Park, KS 66211

913-451-7510
FAX 913-451-7513
www.scsengineers.com

SCS ENGINEERS

July 1, 2010

STANDARD FEE SCHEDULE

<u>Labor</u>	<u>Rate/Hour</u>
Senior Project Manager	\$150
Project Manager	140
Senior Project Professional	120
Project Professional	100
Staff Professional	75
Associate Professional	70
Designer	70
Drafter/Graphics	60
Senior Technician	70
Technician	60
Office Administrator	60
Secretarial/Clerical	48

General Terms:

1. Rates for Technical Advisors, Project Directors, and Principals of the firm are negotiated on a project-specific basis and range from \$170 to \$300 per hour.
2. Schedule rates are effective through March 31, 2011. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administrative fee. Communications, computer, and reproduction are charged at 4 percent of labor.
4. Charges for equipment and instruments will be in accordance with the Fee Schedule in effect at the time the work is performed plus a 15 percent administrative fee.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. ~~Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.~~
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.
7. For special situations, such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.

Offices Nationwide



END OF EXHIBIT A3

CITY OF WICHITA
City Council Meeting
December 28, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Easement at 3234 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The property at 3234 South Seneca is improved with a single family residence. To facilitate the project, it is necessary to obtain two temporary easements from 3234 South Seneca during construction. The improvements are removed from the project and will not be impacted. The proposed temporary easements consist of a total of 1,395 square feet.

Analysis: The owner agreed to accept the estimated appraised value of \$140, or \$0.10 per square foot.

Financial Considerations: The funding source is for the acquisition is General Obligations Bonds. A budget of \$390 is requested. This includes \$140 for the acquisition area and \$250 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council; Accept the easement and agreement approve the budget.

Attachments: Aerial map, tract map and temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 12 day of DECEMBER, 2010, by and between Hiep V. Le and Van T. Nguyen, husband and wife, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred Forty Dollars and No Cents (\$140.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

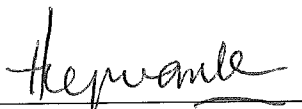
As temporary construction easement:

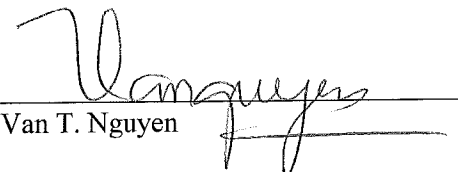
A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 15 feet of the West 20 feet of Lot 2, Cumley's Addition, Sedgwick County, Kansas; ALONG WITH the South 35 feet of the North 46 feet of the West 25 feet of Said Lot 2; ALONG WITH the North 11 feet of the West 20 feet of Said Lot 2.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.


Hiep V. Le

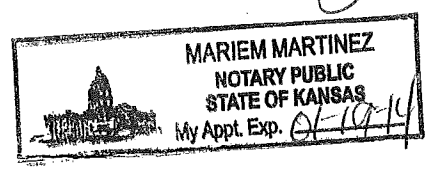

Van T. Nguyen

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 12th day of December, 2010 by Hiep V. Le and Van. T. Nguyen, husband and wife.

My Commission Expires: 01-19-14

Mariem Martinez
Notary Public





3234 S SENECA

D10738



Printed: 5/11/2010 12:22:31 PM
Powered By GeoSmart

☐ Identified Features
☐ Selected Features

Delano Overlay District

☐ NO
☒ YES
Property parcels

Roads

☒ State Highway
☒ US Federal Highway
☒ Interstate
☒ KTA
☒ Arterial
☒ Collector
☒ Minor
☒ Ramp



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
December 28, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Easement at 3254 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The property at 3254 South Seneca is improved with a single family residence. To facilitate the project, it is necessary to obtain two temporary easements from 3254 South Seneca during construction. The improvements are removed from the project and will not be impacted. The proposed temporary easements consist of a total of 740 square feet.

Analysis: The owner agreed to accept the estimated appraised value of \$100, or \$0.14 per square foot.

Financial Considerations: The funding source is for the acquisition is General Obligations Bonds. A budget of \$350 is requested. This includes \$100 for the acquisition area and \$250 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council; Accept the easement and agreement approve the budget.

Attachments: Aerial map, tract map and temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 13 day of December 2010, by and between Clarence C. Peters party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred Dollars and No Cents (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:


As temporary construction easement:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 16 feet of the West 20 feet of Lot 4, Cumley's Addition, Sedgwick County, Kansas;
ALONG with the South 28 feet of the North 38 feet of the west 15 feet of said Lot 4.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

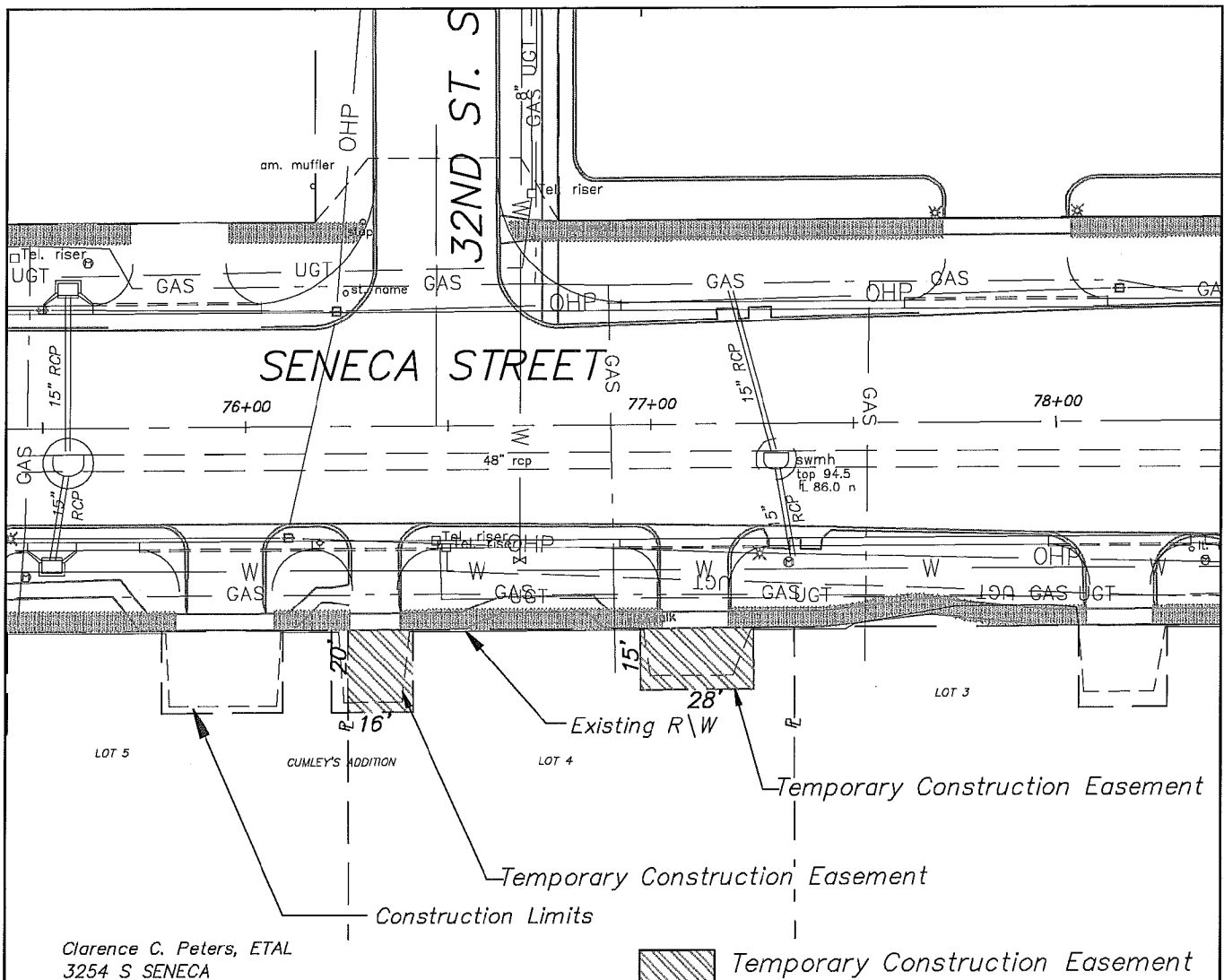

Clarence C. Peters

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by
Clarence C. Peters.

Notary Public

My Commission Expires: _____



Proposed Temporary Construction Easement Legal Description:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 16 feet of the West 20 feet of Lot 4, Cumley's Addition, Sedgwick County, Kansas; ALONG with the South 28 feet of the North 38 feet of the west 15 feet of said Lot 4.

Tax Key # D 10740

Proposed Right-of-way Acquisition Size: 740 Sq. Ft. +/-

SENECA STREET
1-235 TO 31st STREET
TRACT MAP
CLARENCE C. PETERS, ETAL
SEC 8-T28S-R1E



SCALE: 1"=40'

May 03, 2010



3254 S SENECA

D10740



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
December 28, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Easement at 1010 West 31st Street South for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The property at 1010 West 31st Street South is improved with a retail business. To facilitate the project, it is necessary to obtain a temporary easement from 1010 West 31st during construction at the west driveway. The east drive will not be impacted by the project. The proposed temporary easement consists of 1,050 square feet.

Analysis: The owner agreed to accept the estimated appraised value of \$500, or \$0.50 per square foot.

Financial Considerations: The funding source is for the acquisition is General Obligations Bonds. A budget of \$750 is requested. This includes \$500 for the acquisition area and \$250 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council; Accept the easement and agreement approve the budget.

Attachments: Aerial map, tract map and temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 9 day of December, 2010, by and between Joseph G. Brown, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of Five Hundred Dollars and No Cents (\$500.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

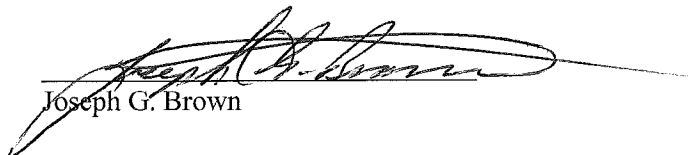
As temporary construction easement:

A tract of land lying in the Southwest Quarter, Section 5, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 15 feet of the West 70 feet of Lot 1, Leonard A. Garnett Addition, Wichita, Sedgwick County, Kansas.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

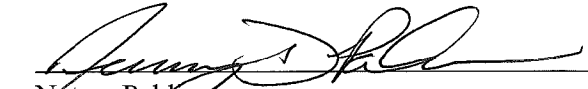
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

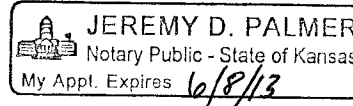

Joseph G. Brown

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 9th day of December, 2010 by Joseph G. Brown.

My Commission Expires: 6/8/13

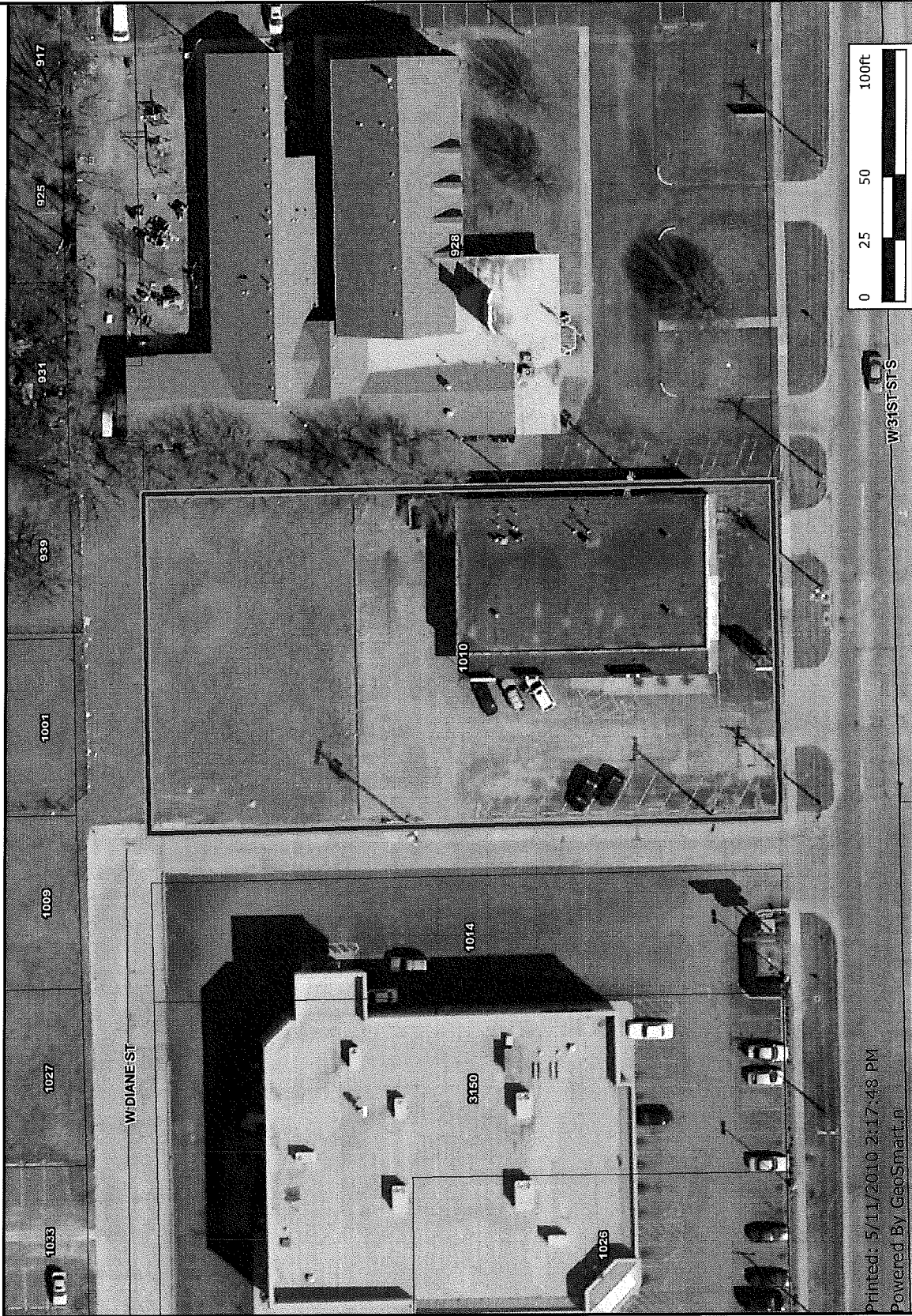

Notary Public





1010 W 31st ST S

D40406

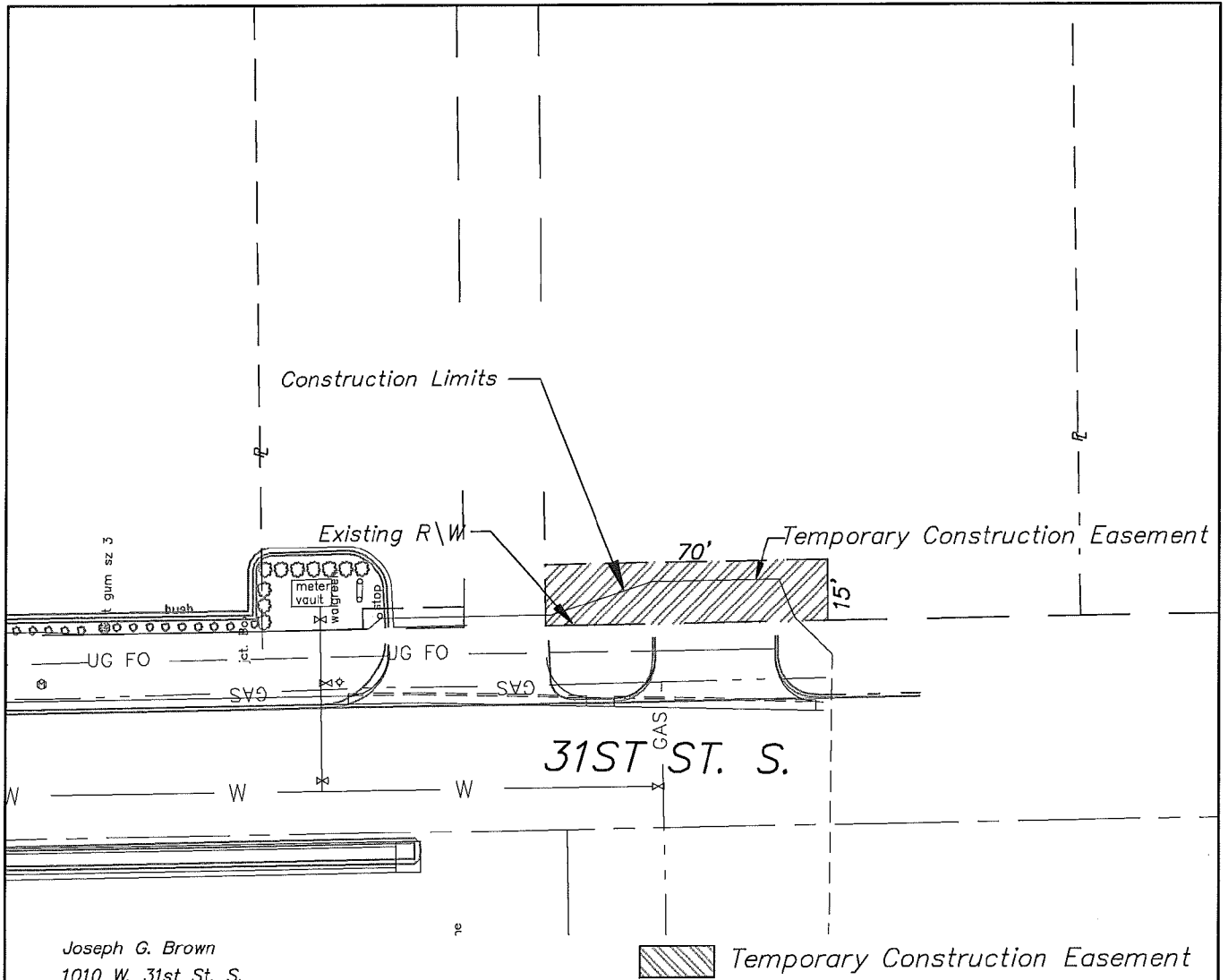


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Proposed Temporary Construction Easement Legal Description:

A tract of land lying in the Southwest Quarter, Section 5, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 15 feet of the West 70 feet of Lot 1, Leonard A. Garnett Addition, Wichita, Sedgwick County, Kansas.

Tax Key # D 40406

Proposed Right-of-way Acquisition Size: 1,050 Sq. Ft. +/-

SCALE: 1"=40'

SENECA STREET
I-235 TO 31st STREET
TRACT MAP
JOSEPH G. BROWN
SEC 5-T28S-R1E

SCALE: 1"=40'

May 04, 2010

CITY OF WICHITA
City Council Meeting
December 28, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1903 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 1903 East 13th Street North is a vacant parcel. As part of the 13th Street Road Improvement Project, the north 32 feet are required to accommodate the widening of the road.

Analysis: The site is generally vacant however there is a chain link fence within the proposed right-of-way which will be removed. The proposed acquisition consisting of a 2,310 square feet right-of-way and 1,190 square foot temporary construction easement area appraised for \$4,900 (or \$0.90 per square foot for the land and additional costs for the temporary construction easement and the chain link fence). The owner agreed to convey the entire 7,000 square foot parcel for \$5,500, or \$0.79 per square foot. The owner retains the right to remove the fence.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$6,000 is requested. This includes \$5,500 for the acquisition and \$500 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

PROJECT: 13th Street North DATE: September 13, 2010
COUNTY: Sedgwick TRACT NO.: 5

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 15th day of December 2010, by and between

James Hudson, 7600 N. Hoover Rd. Valley Center KS 67147

Telephone # 316.265.0770 Cell 316.648.6215

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

W ½ Lots 114, 115, 116, and 117 Rosenthal's Second Addition, an addition to Wichita, Sedgwick County Kansas.

It is understood in addition the City of Wichita will be responsible for the payment for the 2010 property taxes and 2011 property taxes if any. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Also the fencing will be retained by Mr. Hudson based on it being removed within 30 day from the date of closing after that the fencing will be considered abandoned

Approximately 7000 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner.

\$5,500.00

TOTAL:

\$ 5,500.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: 
JAMES HUDSON

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

James Hudson

If mortgage or other liens, show names of holders:

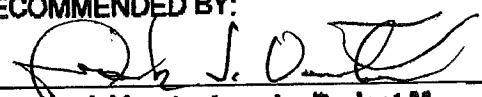
REMARKS:

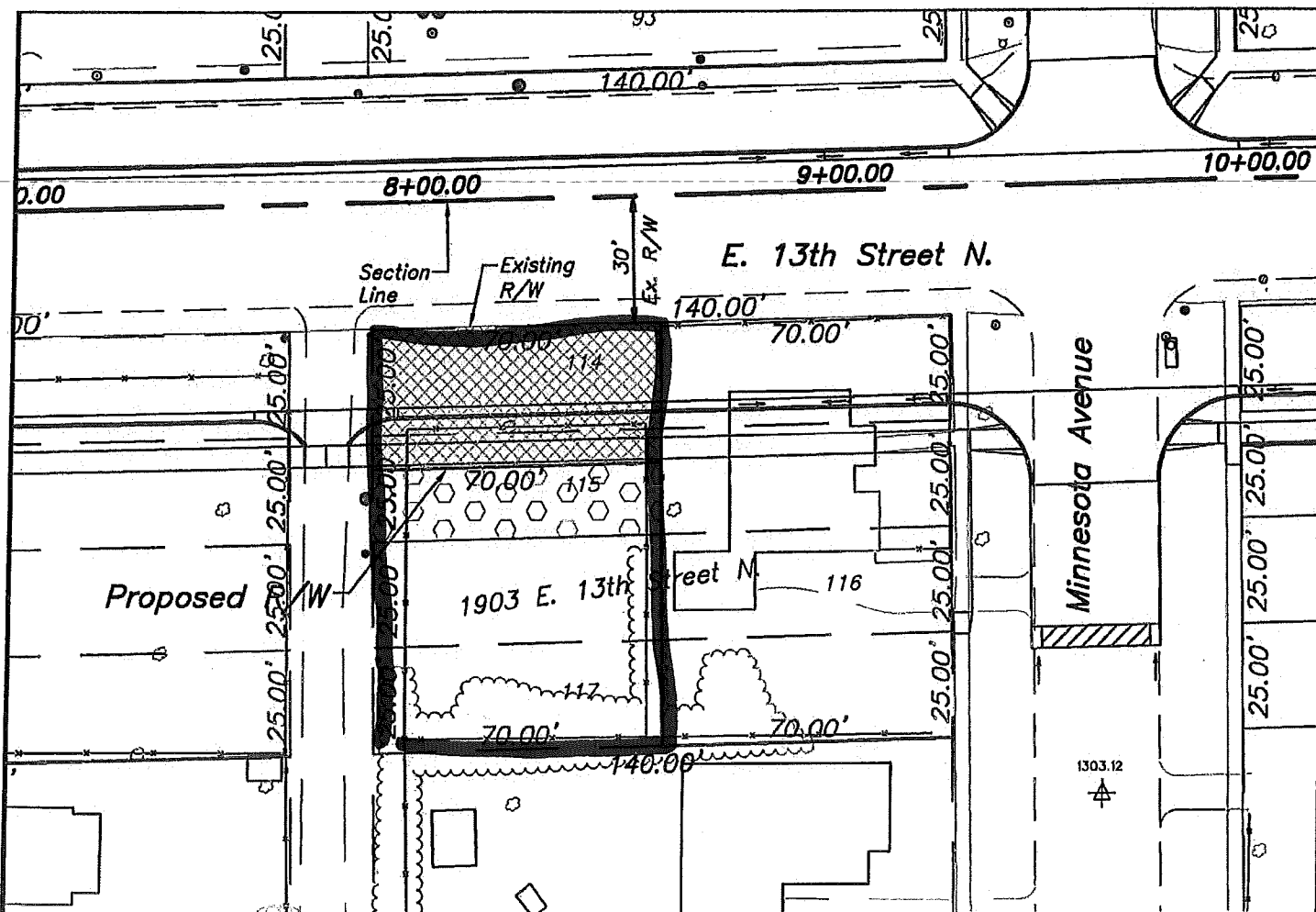
PIN/APN 125150220200200
Security Title File Number 1090215

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:


Joseph J. Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lots 114, 115, 116, & 117, Rosenthal's Second Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the west half of said Lot 114 and all of the north 8.00 feet of the west half of said lot 115 as platted in Rosenthal's Second Addition.

TAX KEY #: C010320001

R/W ACQUISITION SIZE: 2,310 sq. ft.



PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP

DION GLENN
SEC 15-T27-R1E

SCALE: 1" = 40'

Tract No. 5

1903 East 13th Street North



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CITY OF WICHITA
City Council Meeting
December 28, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2201 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 2201 East 13th Street North is improved with a multi-tenant office building. It is necessary to acquire the north nine feet of the subject parcel to accommodate the widening of the road. The improvements are removed from the proposed acquisition. There is an advertising sign that will be reset out of the new right-of-way.

Analysis: The property at 2201 East 13th Street is zoned General Office and is improved with a multi-tenant building. The proposed acquisition is a nine foot wide strip of land adjacent to 13th Street and consists of 1,089 square feet. The proposed acquisition area was appraised at \$4,400, or \$4 per square foot. The owner rejected the appraised offer and has agreed to accept \$6,025 for the proposed acquisition. This amount is comprised of \$5.50 per square foot. The proposed settlement at \$5.50 per square foot is in line with commercial values within the corridor, and is supported by comparable sales data received after the appraisal was completed. An advertising sign will have to be reset from the right-of-way.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$12,600 is requested. This includes \$6,025 for the acquisition; \$6,075 to reset the sign and \$500 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

PROJECT: 13th Street North DATE: July 27, 2010

COUNTY: Sedgwick TRACT NO.: 16

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 14 day of DEC., 2010, by and between

Chester L. Selmon, Trustee of the Chester L. Selmon, Revocable Trust dated February 25, 1998

17 Sunnybrook Dr.

Wichita, KS 67232

TCL 316-733-2725 316-616-5996
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 1089 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner:

\$6,025.00

TOTAL: \$ 6,025.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: *Chester L. Selmon*

Chester L. Selmon, Trustee of the Chester L. Selmon, Revocable Trust

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Chester L. Selmon, Trustee of the Chester L. Selmon, Revocable Trust

If mortgage or other liens, show names of holders:

None

REMARKS:

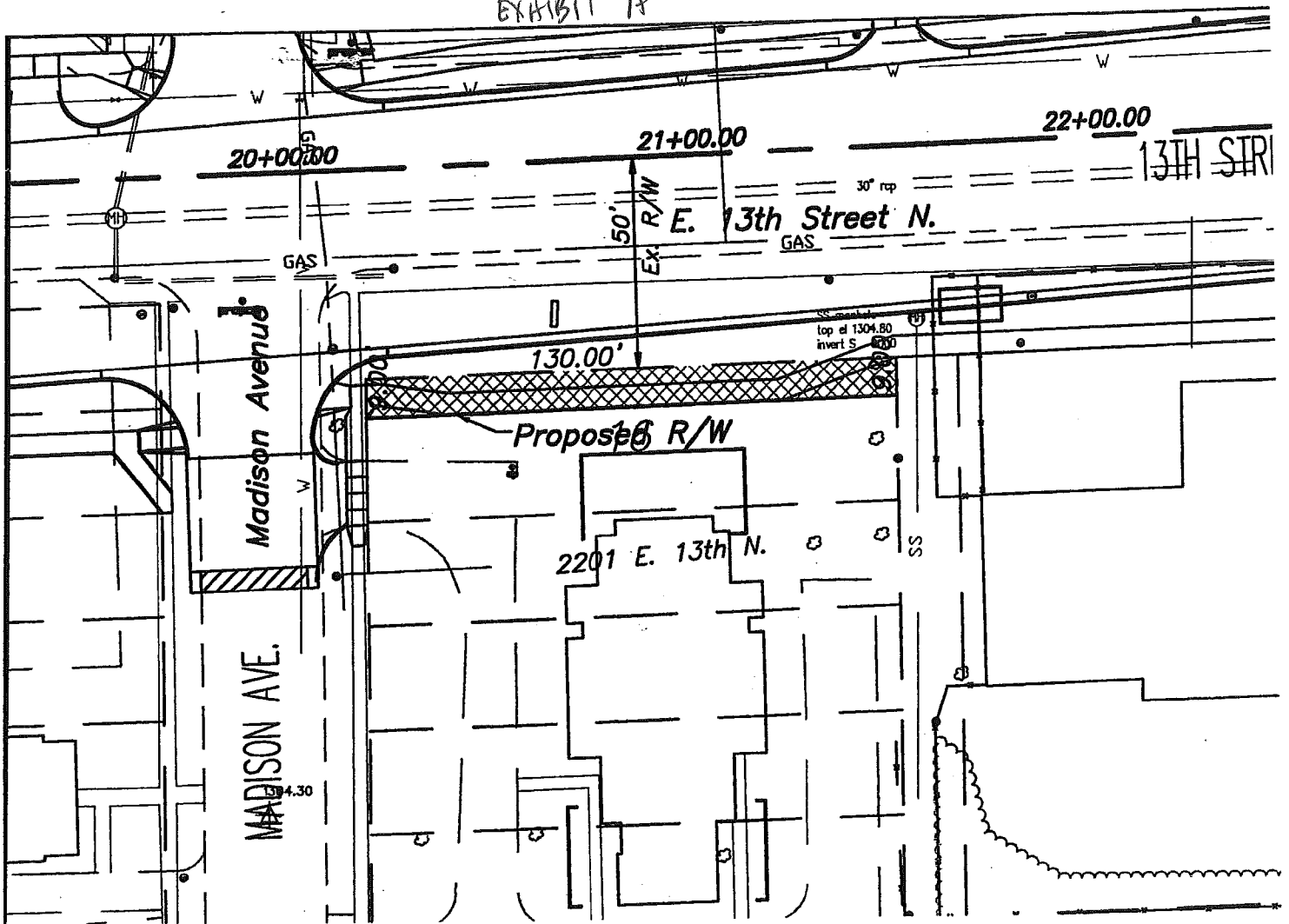
PIN/APN 00136016, Parcel ID 125150210200200
Security Title File Number ~~1090447~~ 1090231

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Joseph J. Vorstenbosch
Joseph J. Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Even Lots 2-16, Pilot Grove Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 9 feet of Lot 2 except the East 5 feet and West 4 feet thereof, as platted in Pilot Grove Addition.

TAX KEY #: C00903

R/W ACQUISITION SIZE: 1,170 sq. ft.



PROPOSED R/W ACQUISITION

13th STREET HYDRAULIC AVENUE TO OLIVER TRACT MAP

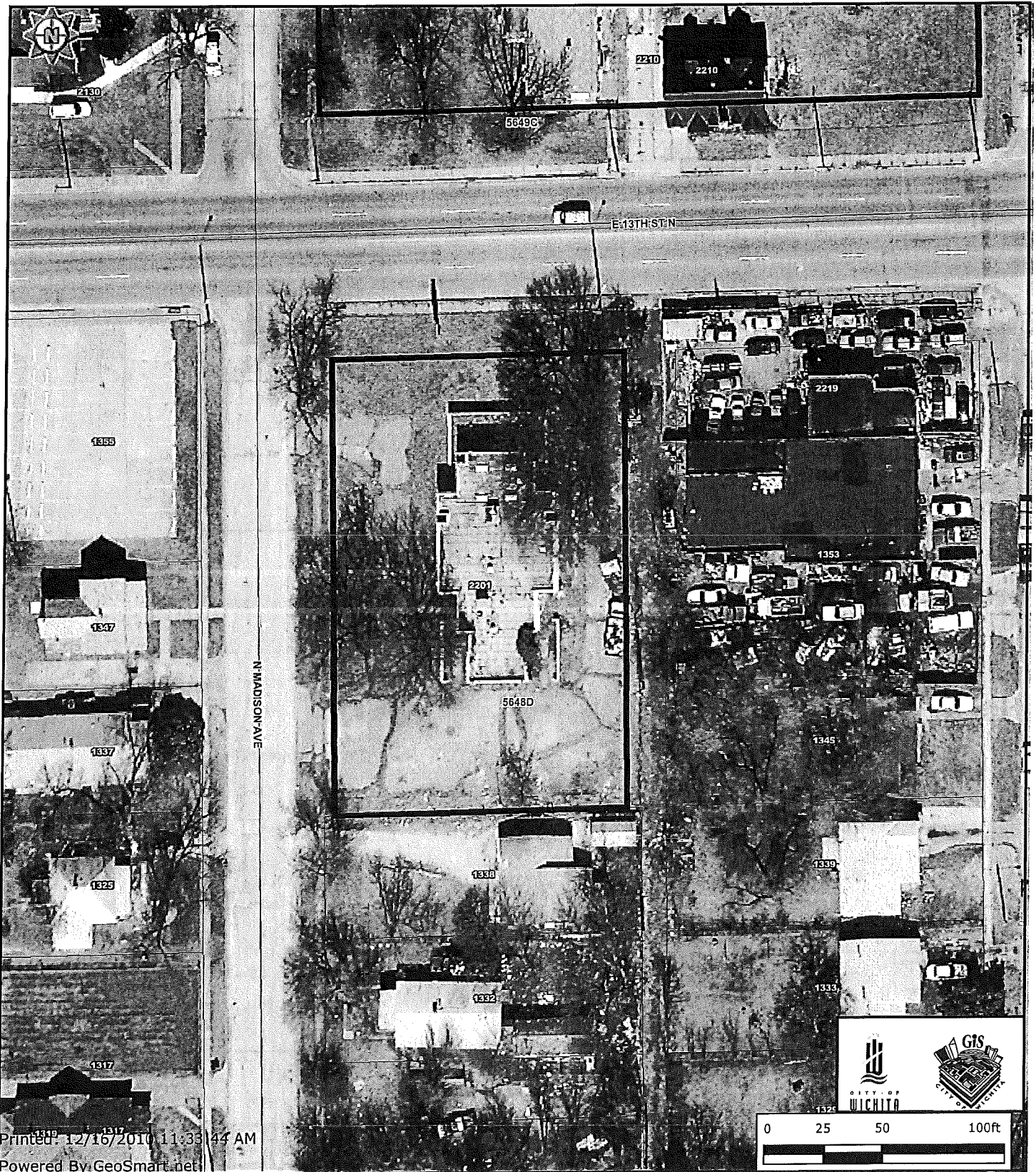
LARRY HIEBERT
CFO OF THE CITY OF WICHITA



SCALE: 1" = 40'

Tract No 16

2201 East 13th Street North



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**CITY OF WICHITA
City Council Meeting
December 28, 2010**

TO: Mayor and City Council Members

SUBJECT: Amendment of Contract for Labor Negotiation Consultant Legal Services

INITIATED BY: Law Department/Human Resources

AGENDA: Consent

Recommendation: Approve the contract amendment for the City's Labor Negotiation Consultant.

Background: In 2006, the City entered into a contract with the McAnany, VanCleave and Phillips law firm to serve as the City's Labor Negotiation Consultant. The City of Wichita employs approximately 3,100 employees and has five agreements with four representative employee groups: IAFF, FOP, SEIU and Teamsters. Currently, the consultant is acting as special counsel in impasse proceedings and other labor matters.

Analysis: The City relies upon qualified legal counsel to provide professional consultation and legal services in connection with union negotiations. The firm acts as a consultant and advisor on an as needed basis and provides professional services to the City in connection with the negotiation of labor contracts. Based on the high quality service provided by the firm and the continuing nature of the negotiations, it is recommended that the firm be retained to the completion of all matters with which it is involved.

Financial Considerations: The contract amendment is for an amount of \$9,000. The hourly rate and expense items for the legal consultation services are the same as the original contract.

Goal Considerations: Provide a Safe and Secure Community.

Legal Considerations: The Law Department drafted the Fifth Amendment to the Agreement for Professional Services for the City's Labor Negotiation Consultant and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the contract and authorize the Mayor to sign.

Attachments: None

City of Wichita
City Council Meeting
December 28, 2010

TO: Mayor and City Council Members

SUBJECT: Budget Adjustment - Street Lighting (All Districts)

INITIATED BY: Department of Public Works& Utilities

AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: The 2010 Street Lighting budget totals \$3,322,269 for the lighting, installation and repair of street lights. This budget funds street lights throughout the City. Electricity comprises the largest share of the budget, and is dependent largely on the number and type of lights.

Analysis: During the past year, the number of streetlights in Wichita increased substantially. New lights are usually either associated with Capital Improvement Program projects, or incorporated as part of neighborhood plans. In 2010, new lights were included along one mile of Maize Road, one mile of East 13th Street North, two and one-half miles of East 21st Street North, and one mile of Greenwich Road. Additionally, significant numbers of city-owned decorative streetlights were installed concurrent with neighborhood improvements at 21st and Broadway, South Broadway, and the Arena parking areas. The increased number of streetlights increases not only the electrical demand, but the maintenance associated with such lighting.

Financial Considerations: Electricity costs for street lights are expected to exceed the budgeted amount by approximately \$35,000, primarily due to additional lights being installed subsequent to the adoption of the budget. In addition, maintenance, installation and repair costs are approximately \$60,000 over budget. Other areas of the Public Works & Utilities budget are projected to under spend by amounts sufficient to offset these overages.

Goal Impact: This budget transfer will support the Efficient Infrastructure Goal by providing dependable, passable highways and streets.

Legal Considerations: All budget adjustments over \$25,000 require Council approval.

Recommendation/Action: It is recommended that the City Council approve the budget adjustment into the 2010 Street Lighting contractual budget.

Attachments: None.

City of Wichita
City Council Meeting
December 28, 2010

TO: Mayor and City Council

SUBJECT: HOME Program Funding Agreement Amendment; Wichita Indochinese Center, Inc. (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the amendment to the funding agreement extending the project completion period, and authorize the necessary signatures.

Background: On July 21, 2009 the City Council approved a HOME Program Community Housing Development Organization (CHDO) funding agreement with Wichita Indochinese Center (WIC). The agreement is in the amount of \$50,000 to construct one new home in the Northeast Local Investment Area. Upon completion of construction, the home must be sold to an income-eligible, owner-occupant homebuyer.

Analysis: WIC has completed construction of the home with the funding provided under the subject agreement. The agreement calls for the home to be completed and sold by December 31, 2010. However WIC has advised that additional time is required to complete the sale of the home. The addendum to the funding agreement provides for an extension of time through July 31, 2011 for this purpose.

Financial Considerations: None.

Goal Impact: The project funded under the subject HOME agreement will contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has reviewed and approved the amendment to the funding agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the funding agreement extending the project completion period, and authorize the necessary signatures.

Attachments: Funding agreement amendment.

AMENDMENT TO GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**A
PARTICIPATING JURISDICTION**

And

Wichita Indochinese Center, Inc.

**A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)**

HOME Investment Partnerships CHDO Set-Aside Project Funding

2007 CHDO Set-Aside Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into December 28, 2010, and dated to be effective December 28, 2010, between the City of Wichita (hereinafter referred to as the CITY) and Wichita Indochinese Center, Inc. (WIC, a Community Housing Development Organization, hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated to be effective July 21, 2009, and executed July 21, 2009, in the amount of \$50,000, in which the Developer agreed to undertake an affordable housing program concentrated in the City's Northeast Local Investment Area, as described in the City of Wichita's Consolidated Plan.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to begin July 21, 2009, and executed July 21, 2009 and the intent of this amendment, entered into December 28, 2010, and dated to be effective December 28, 2010, hereby agree, covenant, and contract with each other that, effective December 28, 2010, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The

construction phase of this contract shall be complete by July 31, 2011. (Expenses to be reimbursed under this agreement must be incurred prior to July 31, 2011.) This contract shall otherwise remain in force through the period of affordability, which will end on a date no later than 20 years following the date of completion of the final unit, as defined in 24 CFR 92.2, as applicable.

Wichita Indochinese Center, Inc.

Signature

Title of Officer

Date

CITY OF WICHITA

By _____

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

City of Wichita
City Council Meeting
December 28, 2010

TO: Mayor and City Council Members

SUBJECT: Maintenance and Repair of Aged Fire Stations (All Districts)

INITIATED BY: Department of Public Works & Utilities
Fire Department

AGENDA: Consent

.....

Recommendation: Approve the project and adopt the bonding resolution.

Background: In 1999, the City of Wichita initiated a fire station location study. The “Fire Station Relocation Study” was released in 2000. Based on that study, the City Council authorized funding for ten fire station locations in the Capital Improvement Program (CIP), eight relocations and two new locations. Between 2002 and 2005, six fire stations were relocated: Stations 4, 7, 10, 12, 13, and 19. In 2005 one fire station location was added as a cooperative program with the Sedgwick County Fire District at an existing County location. Three new fire station locations were added in 2009, Stations 20, 21, and 22.

The study also included the relocation of Stations 11 and 15. Funding for those relocations was utilized for service improvements at new station locations (Stations 20 and 22).

Analysis: The City has nine aged fire stations with a variety of needs. The oldest of the nine stations is 56 years old, and the median age of these structures is 41 years. Most of these stations were built when energy was inexpensive and energy conservation was not a critical element of building design. These stations are geographically well placed for emergency response based on call loads and neighboring station locations.

Facility updates are required to improve energy efficiency, improve functionality for emergency service operations, and reduce operating costs related to energy consumption and facility maintenance. The condition of each structure will be analyzed to identify facility needs in relation to modern fire station requirements, critical maintenance issues, and provide a cost/benefit analysis regarding renovation versus relocation. The analysis will provide guidance in prioritizing future projects associated with the program, with special attention given to ADA compliance, energy efficiency, station sizing, structural condition, and other facility issues.

Financial Considerations: Funding for the project is included in the Adopted 2009-2018 CIP in the amount of \$200,000 each year in 2010 and 2011, for a total of \$400,000. Additional CIP funding is included in future years to continue facility repairs and improvements associated with the project.

Goal Impact: The project addresses the Safe and Secure Community Goal by providing efficient and effective emergency service deployment to reduce community safety cost.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the project, adopt the bonding resolution and authorize the necessary signatures.

Attachments: Bonding Resolution, table of aged fire station locations and ages.

First Published in the Wichita Eagle on January 3, 2010

RESOLUTION NO. 10-

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS, TO PAY ALL OR A PORTION OF THE COST THEREOF.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to design and construct certain improvements as follows:

Continued Repairs and Improvement to City of Wichita Fire Station Facilities over 21 years of Age.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds of the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost of said improvements is estimated not to exceed \$400,000 exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED At Wichita, Kansas, this 28th day of December, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Table of Aged Fire Station Locations

Station Location	Address	ZIP	Yr Const.	Age
Fire Station #5	257 North Hillside	67214	1954	56
Fire Station #15	7932 East Lincoln	67207	1962	48
Fire Station #8	661 North Elder	67212	1964	46
Fire Station #11	1045 George Washington Blvd	67211	1968	42
Fire Station #14	6408 Farmview	67206	1969	41
Fire Station #1	731 North Main	67203	1974	36
Fire Station #3	3261 N. Broadway	67216	1977	33
Fire Station #2	1240 S. Broadway	67211	1984	26
Fire Station #9	350 South Edgemoor	67218	1989	21

City of Wichita
City Council Meeting
December 28, 2010

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim –Estate of Christopher Perkins

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$300,000 as a full settlement of the subject claim.

Background: This claim arises from an automobile accident which occurred on December 13, 2009 in which Christopher L. Perkins was severely injured. Mr. Perkins died as a result of his injuries. It alleges that a Wichita Police Department officer was negligent in the operation of his patrol vehicle and such negligence caused the automobile accident.

Analysis: Plaintiffs have offered to accept a payment of \$300,000 as full settlement of all their claims against the police officer and the City of Wichita. Because of the uncertainty and risk that a judgment at trial would exceed this amount, the Law Department recommends acceptance of the offer. The settlement of this claim does not constitute an admission of liability on the part of the City or the officers. Rather, it is merely a settlement to resolve a long disputed claim.

Approval of the settlement is subject to the District Court's approval.

Financial Considerations: This settlement is funded from the Tort subfund of the Self Insurance Fund. To fully fund the proposed amount, it will be necessary to increase the Tort subfund budget by shifting savings from within other areas of the Self Insurance Fund.

Goal Impact: Settlement of this lawsuit contributes to the City's goal of providing a Safe and Secure Community.

Legal Considerations: The Law Department recommends acceptance of the plaintiff's offer of settlement.

Recommendations/Actions: It is recommended that the City Council approve settlement of claim and approve necessary budget adjustments.

Attachment: None.

**City of Wichita
City Council Meeting
December 28, 2010**

TO: Mayor and City Council
SUBJECT: Transit Budget Adjustment (All Districts)
INITIATED BY: Wichita Transit
AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: Wichita Transit is financed with a combination of local funds and grant funds. Many, but not all, of these grants require some City match, usually 20 percent of the total expenditures. In some cases, grant funds are drawn down to reimburse the City after City funds have been initially committed. Current projections indicate that Wichita Transit will be approximately \$450,000 over budget in salary and benefit expenditures.

Wichita Transit has experienced increased overtime expenditures for bus and van operator positions. The overtime costs have been caused by organizational difficulty filling open positions, increased usage of FMLA, training costs, special work pieces, and vacation, sick time and worker's compensation. Special work is work that is unscheduled such as sister cities, employee appreciation week and administrative assistants day shuttles. As a result, salary and benefit expenditures have increased over the budgeted amount.

Analysis: Transit staff seeks to maximize the usage of grant funds, which can involve charging expenditures to grants differently than initially budgeted. Specifically in 2010, salary and wage expenditures from City funds are expected to exceed local budgeted amounts, while commodity and contractual expenditures are expected to be lower than local budgeted amounts. Commodity expenditures are projected to be \$100,000 under budget due to charging some 2010 fuel charges to grants. Contractual expenditures are projected to be \$200,000 under budget due to available ARRA funds in the beginning of 2010. To insure that salary and benefit costs are covered through the end of the year, authorization for adjustments of remaining funds in these areas is requested. Additional budget authority not to exceed \$150,000 from the Transit Fund is also requested to cover the rest of the projected \$450,000 in salary and benefit overtime expenditures.

Financial Consideration: Expenditures savings in other operating budget line items are anticipated to offset approximately \$300,000 in projected line items over expenditures. Additional budget authority not to exceed \$150,000 will be needed to cover the rest of the over expenditures. The Transit Fund is not certified by the State of Kansas. The 2010 revised Transit budget is \$5,951,320. The additional \$150,000 will increase the revised budget to \$6,101,320, less than the 2010 legally certified budget of \$6,288,353. The increased expenditure authority is more than offset by additional fund revenues. Transit Fund revenues in 2010 are projected to exceed the revised budget amount by \$282,000.

Goal Impact: The increased amount necessary for salary and benefit expenditures will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: City Council approval is required for budget transfers in excess of \$25,000.

Recommendation/Actions: Staff recommends the City Council approve the budget adjustment and increased budget authority for the Transit Fund.

City of Wichita
City Council Meeting
December 28, 2010

TO: Mayor and City Council

SUBJECT: Budget Adjustment – Economic Development Fund

INITIATED BY: City Manager’s Office

AGENDA: Consent

Recommendation: Authorize the budget adjustment.

Background: The Affordable Airfares program is a jointly funded effort by the City of Wichita, Sedgwick County and the City of Wichita. This effort has successfully contributed to lowering air fares at Wichita’s Midcontinent Airport. Passenger traffic is up by 51% since 2002 and the program has produced a 264% rate of economic return.

Analysis: The annual City contribution to the Affordable Airfares program varies, based on negotiated agreements with service providers. Total contributions will not exceed \$1 million, based on the funding agreement with the County and State. A total of \$1 million was spent in both 2007 and 2008. However, in 2009, \$812,500 was expended. The 2010 budget included an estimated \$825,000 for the payment in 2010. After the budget was adopted, in August 2010 the City was invoiced for the \$1 million annual contribution to the Affordable Airfares program.

Financial Considerations: Funding for Affordable Airfares is included in the Economic Development Fund. A budget adjustment of \$175,000 is recommended to fully fund the program in 2010. This will increase the 2010 Revised budget, but fund expenditures will remain within the amount certified to the State of Kansas for 2010.

Goal Impact: The Affordable Airfares program assists in creating a growing, sustainable community by lowering the airfares available to the region’s businesses and residents.

Legal Considerations: Budget adjustments in excess of \$25,000 require City Council approval.

Recommendation/Action: It is recommended that the City Council approve the increase of \$175,000 in expenditure authority for the Economic Development Fund, and necessary budget adjustments.

Second Reading Ordinances for December 28, 2010 (first read on December 21, 2010)

Amendment of Forgivable Loan Agreement, Nex-Tech Processing. (District IV)

ORDINANCE NO. 48-920

An ordinance of the city of Wichita, Kansas, prescribing the form and authorizing the execution of a forgivable loan agreement and promissory note by and between Nex-Tech Processing, Inc. and the City of Wichita, Kansas.

False Alarm Ordinance Revisions.

ORDINANCE NO. 48-921

An ordinance amending Section 3.40.115 of the code of the City of Wichita, Kansas, pertaining to registration renewals, and repealing the original of said section.

SUB2010-00054 – Plat of Gardens at Wichita Place Addition located south of 31st Street South and west of Broadway. (District III)

ORDINANCE NO. 48-923

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

2009-2010 Railroad Crossing Improvement Program. (Districts IV and VI)

ORDINANCE NO. 48-924

An ordinance declaring meridian, Charles, Glenn, Second, Edwards, St. Paul, Harry, St. Clair, Burton, Vine, St. Clair, Gordon and Custer Streets at the Kansas and Oklahoma railroad tracks; and 29th Street North, 33rd Street North, 17th Street North, 26th Street North, Topeka and 21st Streets, at the Burlington Northern Santa Fe railroad tracks (Railroad Crossing Improvement Program) (472-84954), to be a main trafficways within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficways; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.